IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JODHPUR

CIVIL WRIT No. 2250 of 2007

PAWAN KUMAR
V/S
APPL.RENT TRIB.,SGNR. & ORS.

Mr. SL JAIN, for the appellant / petitioner

Date of Order : 9.5.2007

HON'BLE SHRI N P GUPTA,J.

ORDER

Heard learned counsel for the petitioner.

The petition for eviction was filed on two grounds; default in payment of rent, and reasonable and bonafide necessity of the plaintiff. The learned trial court passed the order for eviction on the ground of reasonable and bonafide necessity, and while deciding the question of default in payment of rent, the learned trial court decided it in favour of tenant. However, in appeal, the learned Tribunal reversed the finding on the question of default also.

Learned counsel for the petitioner has assailed the finding of the learned lower Appellate Court on the ground of default, so also the finding on the question of reasonable and bonafide necessity.

Having gone through the findings of the two learned courts, in my view, the finding on reasonable and bonafide necessity is a pure finding of fact, and is not satisfactorily shown to be vitiated on any of the grounds

available in my writ jurisdiction, and that finding of fact does not require any interference.

That being the position the question of default remains only academic, as the decree for eviction can be sustained even on the ground of bonafide necessity alone.

The writ petition is, therefore, dismissed summarily. However, at the request of the learned counsel for the petitioner, the petitioner is given one year's time from the date of order of the learned lower Appellate Court to vacate the suit premises on the condition that the petitioner gives an undertaking before the learned trial court within one month from today that on or before the expiry of the above period, he will peacefully hand over the vacant possession of the suit premises to the respondent landlord and that during this period, he will not, in any manner, transfer the possession of the suit premises to anybody. Likewise, the entire decretal amount, so also all arrears of rent, if any, shall be deposited by the petitioner in the trial court within one month from today and shall further continue to deposit amount equal to the monthly rent by way of damages for use and occupation by 15th of each succeeding month, till the actual delivery of possession. In case the petitioner fails to comply with any of the above conditions, the respondent will become automatically entitled to execute the decree forthwith.

(N P GUPTA),J.

/Sushil/